



Bid Documents



GVRBA seeks qualified firms with proven experience who can successfully provide polymer. Bids are requested for providing and delivering polymer to the dewatering facility owned by GVRBA. The contract shall be for an initial 3-year term, which may be terminated by GVRBA at any time upon 30 days written notice without penalty or cause after the end of the first year. GVRBA will reserve the right to extend the contract for 2 additional 3-year terms at prices that are mutually agreeable to GVRBA and the successful bidder, each of which may also be terminated by GVRBA at any time upon 30 days written notice.

All quantities shall be for cost analysis and project sizing only and are not a guarantee of minimum or maximum quantities.

A copy of the bid documents are also available at the following link:

[GVRBA Bid Specifications](#)

Bidders are required to complete and submit all information requested, including but not limited to, the bid bond, with the bid submission.

Bid bond/performance bond requirements

A bid bond in the amount of 5% of the total bid price for the initial 3-year term shall accompany the bid. For the purposes of calculating the bid bond amount, bidders can assume annual total of 220,000 lbs. (3 years – 660,000 lbs.) of active polymer (dry). No bid shall be considered unless it is accompanied by the required bid bond. The bid bond shall insure the execution of a contract (see Attachment C) upon the bid award. A bid shall remain firm for a period of at least 60 days from receipt.

Submission of bid

The manner in which a bid is submitted is important and may affect whether the bid is responsive and considered a valid bid. See Attachment A for projections of polymer use.

Bids are due no later than **April 24th, 2018 at 11:00 am**. They will be opened and read aloud at that time. Late bids will not be accepted.

Sealed bids shall be addressed and delivered to:

Grand Valley Regional Biosolids Authority
Sealed Bid Polymer – Attn: Charles Schroeder
1300 Market Ave. S.W.
Grand Rapids, MI 49503

Evaluation criteria

The selection of the successful bidder will be based on a combination of factors, which, in GVRBA's opinion, will best serve GVRBA's interest in obtaining the desired result. Factors that will be considered will include, but not be limited to:

- Use of green or sustainable business practices
- Past performance
- Quality of service
- Adherence to bid requirements
- Responsiveness to bid
- Qualification and experience of bidder
- Ability to timely provide the product
- References
- Total first year cost based on operational testing (\$/dry ton & %recovery)

Cost

Provide cost information as requested in Attachment B and in accordance with "Submission of bid" section of this document.

Scope and intent

GVRBA requires cationic polymers to be used for centrifuge dewatering of digested sludge, waste activated sludge, primary sludge and primary co-settle sludge pursuant to applicable specifications, laws and industry standards

Annual cost adjustments

Pricing shall remain firm for each yearly period of the contract. Annual adjustments shall be as bid. No other cost adjustments will be considered.

GVRBA Contract Manager

The current GVRBA designated Contract Manager shall be Mr. Brian Vu, Grand Rapids, Assistant Superintendent Tel: (616) 456-3936. The Contract Manager shall serve as the bidder's only point of contact with GVRBA throughout the bidding and award process. Failure to comply shall be grounds for bid rejection.

The GVRBA Contract Manager shall refer to the administrator or designated representative responsible for GVRBA facilities, will be the contact person for the successful bidder for day-to-day operations and will serve as the GVRBA contact for all contractual issues. The designated GVRBA Contract Manager shall remain the sole point of contact throughout the life of the contract.

Polymer quantities

Quantities of polymer indicated herein shall be for cost analysis only and are not a guarantee of minimum or maximum quantities.

Contract modifications

The contract with the successful bidder shall not be modified, amended, extended, or augmented without prior approval of the GVRBA Contract Manager. GVRBA Board approval may also be required.

Change orders of any nature shall not be permitted without prior written approval of the GVRBA Contract Manager. Failure to comply may result in termination of the contract by GVRBA.

Contract, supply of product

Delivery of polymer shall not commence until the contract has been executed between GVRBA and the successful bidder. It is anticipated delivery of product will begin in July 2018.

Discrepancies or omissions

If a potential bidder should identify discrepancies or omissions in these bid documents, it shall promptly notify the GVRBA Contract Manager. If necessary, the GVRBA Contract Manager will issue a bid addendum to all bid solicitors.

Laws, permits and licenses:

The bidder shall be fully informed of all local, State of Michigan and federal laws, ordinances and regulations in any manner affecting those engaged or employed in providing the product and will be required to obtain and pay for all permits, licenses and fees pertaining thereto, if any. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.

Fines/legal fees

The successful bidder shall be responsible and held accountable for any and all fines or legal actions initiated against GVRBA for any failure, on its part, to comply with all required laws, permits, and licenses. The successful bidder shall agree to pay GVRBA for any and all legal fees incurred as part of any negligence on its part.

Assignment

The successful bidder shall not assign, transfer, convey or otherwise dispose of the contract or its right to execute it or its right, title, or interest in the contract without written approval of the GVRBA Board.

Performance

Failure to perform, as specified in the bid documents, attachments, and references herein, may be grounds for contract termination by GVRBA.

Guarantees and warranties

A bidder shall state in writing and file with its bid all guarantees and warranties to be provided.

Termination

GVRBA reserves the right to terminate the contract with the successful bidder for any or no reason at any time upon 30 days written notice.

General summary information & questionnaire

Bidders are required to complete the information requested below and submit with the bid. Failure to do so may result in rejection of the bid.

The name, titles and addresses of all persons who are officers or partners in the bidder organization are as follows:

NAME AND TITLE	ADDRESS - IF DIFFERENT THAN ON SIGNATURE PAGE
_____	_____ / _____
_____	_____ / _____
_____	_____ / _____
_____	_____ / _____
_____	_____ / _____
_____	_____ / _____
_____	_____ / _____
_____	_____ / _____

List 5 references for which the bidder has provided similar polymer in the last 5 years.

NAME/CONTACT	ADDRESS	PHONE #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

List all sub-Contractors to be used:

NAME/CONTACT

ADDRESS

PHONE #

Invoicing

Invoicing shall be on a monthly basis.

The successful bidder shall submit invoices to the GVRBA Contract Manager no later than the 15th of each month covering prior month's delivery of polymer. The invoices shall be subject to verification by the GVRBA Contract Manager and in the event no discrepancies exist, will be submitted for payment.

Responsibilities of the GVRBA

GVRBA will provide staff to ensure proper connections when off loading and line-up to bulk storage with sufficient space for the delivery.

Housekeeping

The successful bidder shall be responsible for the cleanup of any spills caused by it.

National Biosolids Partnership EMS

The dewatering facility will have a certified National Biosolids Partnership Environmental Management System (EMS) and the successful bidder will be required to participate for duration of the contract. The EMS can be reviewed at [Biosolids Management](#).

Freight terms

All shipments of polymer shall be f.o.b. delivered, freight included, to the GVRBA facilities. F.O.B. terms other than "F.O.B. delivered" will not be accepted.

Delivery

Shipments of polymer will be accepted at the GVRBA facilities at 1300 Market Avenue, S.W., in the City of Grand Rapids, Michigan between the hours of 9:00 A.M. TO 3:00 P.M. Monday through Friday except federally recognized holidays unless coordinated with the GVRBA Contract Manager 24 hours in advance. No air is supplied by GVRBA for offloading. A SDS Sheet and Certified Analysis which includes specific gravity, percent solids and percent active must be provided prior to offloading.

In the past, difficulties have been experienced offloading based on truck type and polymer has been left in the truck. Delivery volumes and payments will be based on before and after polymer storage tank readings, i.e., amount actually offloaded.

Any and all spillage during deliveries shall be immediately cleaned up and is the sole responsibility of the successful bidder.

Pre-bid, product site testing

Bidders shall arrange for site testing of their products for the purpose of determining which products they intend to bid. Testing shall be limited to “jar” testing only. Contact the GVRBA Contract Manager at 616-456-3936 to arrange for testing.

Post-Bid, product site testing

After the opening of the bids, GVRBA will purchase 2 tote of polymer from up to 4 bidders for performance testing under actual conditions. Each test will be not less than 4 hours with sampling performed at least once an hour. GVRBA will then determine the cost per dry ton and cost of centrate treatment (%recovery) and select the bidder based on actual performance.

A bidder may have a representative on site during the testing. The representative can make suggestions to optimize its product, but are not allowed to operate and/or adjust any of the equipment.

The GVRBA Contract Manager shall be responsible for site conditions and the determination of the results of the testing. Some variation in solids is expected.

SDS Sheets

A SDS Sheet for each product bid shall be included with the bid.

Performance guaranteed

Bidders shall be allowed to perform bench testing of polymers on site. Performance shall be as follows:

GVRBA monitors polymer usage and performance on a daily basis and will use a running 7-day average to determine performance. When performance falls below 95% capture or elevated usage occurs, the successful bidder shall perform bench testing within 72 hours of request of GVRBA to ensure that the proper product is in use. Any changes in the product shall be approved by the GVRBA Contract Manager.

Facilities Conversion Requirements

A representative of the successful bidder shall perform final bench testing prior to shipment of the first delivery to ensure performance of the specified product. A product representative shall also be onsite during the conversion to the new product at the GVRBA facilities for up to 3 days to provide assistance in blending, mixing and optimization of the product.

Polymer Compatibility

In the event that the product bid is not compatible with the product in use, within 7 days of the award of the bid, the successful bidder shall prepare a draft plan for conversion to the “new” polymer. The polymer system cannot be out of service more than 3 days due to storage constraints. The GVRBA Contract Manager shall review the plan and provide comment within 7 days. The bidder will then address all comments and finalize the plan and submit it for approval within 7 days. The successful bidder shall be responsible for performing the conversion and providing all labor, equipment and other items required to complete the work. In the event the contract is cancelled within the first year, the bidder shall be compensated for the pro-rated cost of conversion ($12 \text{ minus the number of full contract months completed} / 12 \times \text{compensation amount}$).

Storage and Preparation

The basement polymer area of the GVRBA dewatering building will be used for the storage and preparation of the polymer. The preparation system has been designed to use emulsion type polymers, which are required.

Terms and conditions of contract

Any ensuing contract with the successful bidder in the form of Attachment C shall be governed by the items in this bid solicitation. No additional or supplemental terms and conditions submitted by the bidder, as part of the bid response, shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and shall be inapplicable to this bid and the ensuing contract. If additional or supplemental terms and conditions either intentionally or inadvertently appear together or separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and any special conditions in this bid solicitation are the only conditions applicable to the bid and any ensuing contract and the bidder's authorized signature affixed to the bid solicitation signature form shall attest to this. If a bid is conditioned on such additional terms and conditions, the bid will be rejected as non-responsive. If there is a conflict in the provisions of the executed contract and the provisions of these bid documents, the provisions of the contract shall control.

Do bid responses comply with all terms, conditions, and specifications contained herein:
Yes_____ **No**_____

Detail any exceptions below:

Attachment A

Projections

The GVRBA facility operates in 2 modes:

~9 month/year- Grand Rapids processes primary and TWAS which is ~ 2-3% total solids.

~3 month/year – Wyoming primary and waste sludges are combined with Grand Rapids sludge.

A total of 113,161,039 gallons were processed for 2017.

Attachment B

Provide the requested cost information as noted below. Include a detailed cost breakdown with your bid submission in accordance with the "Submission of bids" section of these bid documents.

Item	Units	Description	Amount
1	Cost/ Gal	SPECIFY PRODUCT _____ BID. EXPECTED DOSE _____ lbs active/dry ton % ACTIVE POLYMER _____ BID. Year 1 Year 2 Year 3 \$ _____ \$ _____ \$ _____	
2	Cost/ Gal	SPECIFY PRODUCT _____ BID. EXPECTED DOSE _____ lbs active/dry ton % ACTIVE POLYMER _____ BID. Year 1 Year 2 Year 3 \$ _____ \$ _____ \$ _____	
3	Lot	Reimbursement of conversion expenses in the event of contract cancellation prior to the second year. \$ _____ (this amount will be pro-rated)	

I hereby state that: 1) all of the information I have provided is true, accurate and complete, and 2) I have authority to submit this bid, which will become a binding contract subject to the execution of a contract agreement in the form of Attachment C, if accepted by the GVRBA, 3) I have not communicated with, nor accepted anything of value from an official or employee of GVRBA that would tend to destroy or hinder free competition, and 4) I have read, and understand and agree to be bound by all of the terms in this bid documents including Attachments A, B and C.

BIDDER SHALL SIGN HERE	
_____ Name of Company, Corporation, etc.	_____ Signature
_____ Street Address	_____ Name
_____ City, State, Zip	_____ Title
_____ Date	_____ Federal ID#
_____ Telephone	

Attachment C

POLYMER SUPPLY AGREEMENT

THIS POLYMER SUPPLY AGREEMENT ("Agreement") is made and entered into on July 1, 2018, by and between *BIDDER*, a _____, whose address is XXXXXXXXXX (the "Company"), and **GRAND VALLEY REGIONAL BIOSOLIDS AUTHORITY**, a Michigan municipal authority formed under Act 233 of the Public Acts of Michigan of 1955, as amended, whose address is 1300 Market Avenue S.W., Grand Rapids, Michigan 49503 (the "Authority").

Recitals

A. The Authority is a cooperative effort between the City of Grand Rapids and the City of Wyoming to operate a facility for centrifuge dewatering of waste activated sludge, primary sludge and primary co-settle sludge (the "Dewatering Facility") and to manage wastewater biosolids on a regional basis.

B. The Company is a qualified and experienced polymer producer and supplier.

C. The Authority desires the Company to provide and deliver cationic polymers as set forth and described in Exhibit A, attached hereto (the "Polymer") to the Dewatering Facility on an as-needed and non-exclusive basis.

D. The Company has agreed to provide such Polymer to the Dewatering Facility, and the Authority has agreed to pay for such Polymer in accordance with the terms of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the terms and agreements contained in this Agreement and the benefits to be derived therefrom, receipt of which is severally acknowledged by each party, the Company and Authority agree as follows:

1. Polymer. The Polymer shall be properly formulated, free of formaldehyde, particulate matter and other foreign materials, and shall meet the specifications set forth in Exhibit A, attached hereto. The Authority is under no obligation to order any minimum or maximum amount of Polymer from the Company. This Agreement shall be non-exclusive.

2. Deliveries.

(a) In accordance with this Agreement and throughout its duration, upon the Authority's request from time to time, the Company shall provide and deliver the Polymer to the Dewatering Facility in the quantity requested by the Authority (the

"Deliveries" or each a "Delivery"). The Company shall make all Deliveries during normal business hours. Notwithstanding the foregoing, the Company may make a Delivery outside normal business hours with the approval and coordination of the Authority Project Manager at least twenty-four (24) hours in advance of such Delivery. For purposes of this Agreement, "normal business hours" shall mean Mondays through Fridays from 9:00 a.m. to 3:00 p.m. (all times Eastern), and exclude Saturdays, Sundays, and federally recognized holidays.

(b) If the Company is not able to fulfill, in whole or in part, any request from the Authority for Polymer, it shall immediately notify the Authority Project Manager, but in no event later than two (2) business days after such request.

(c) The Authority shall provide staff at the Dewatering Facility during normal business hours to monitor and ensure proper connections during the off-loading of Polymer from the Company's tankers to the Dewatering Facility's storage tank. In the event the Authority Project Manager in his/her sole and absolute discretion determines that any spill, discharge, leak, emission, or pollution at the Dewatering Facility is attributed to or caused by the Company or its contractors, subcontractors, employees, agents, or representatives, the Company shall, at no expense to the Authority, be responsible for the remediation and cost of same.

(d) All shipments of Polymer under this Agreement shall be freight on board delivered, freight included, to the Dewatering Facility. Risk of loss and title shall pass from the Company to the Authority upon off-loading a Delivery to the Dewatering Facility, unless otherwise agreed in writing by the Authority Project Manager. Time and quantities are of the essence. The Company agrees to 100% on-time Delivery of the quantities and at the times specified by the Authority. Failure to meet agreed Delivery and quantities shall be considered a breach hereunder, and the Company shall pay to the Authority all damages or expenses imposed upon or incurred by the Authority, including without limitation, indirect, special, incidental and consequential damages.

3. Inspection and Rejection.

(a) The Authority shall have the right, but not the obligation, to inspect all Deliveries. The Authority's inspection of Polymer, whether during manufacture, prior to Delivery or within a reasonable time after Delivery, does not constitute acceptance. The Authority's acceptance, inspection or failure to inspect does not relieve the Company of any of its responsibilities or warranties.

(b) Nothing in this Agreement releases the Company from the obligation of testing, inspection and quality control. Payment for nonconforming Polymer is not an acceptance, does not limit or impair the Authority's right to assert any legal or equitable remedy, and does not relieve the Company's responsibility for latent defects.

(c) The Authority, in the sole and absolute discretion of the Authority Project Manager or his/her designee, may reject at any time any Delivery which contains

formaldehyde, particulate matter, or foreign material, and/or does not meet the specifications set forth in attached Exhibit A (a "Rejected Delivery"). Upon notification from the Authority of any Rejected Delivery, the Company, at no cost or expense to the Authority, shall immediately remove and replace each Rejected Delivery with new Deliveries meeting the specifications set forth in attached Exhibit A. The Company shall reimburse the Authority for all reasonable expenses that result from any Rejected Delivery.

(d) In the event any Rejected Delivery is off-loaded and stored at the Dewatering Facility, the Authority shall notify the Company and within three (3) business days the Company shall (a) remove such Rejected Delivery from the Dewatering Facility as well as any other product or material contaminated by the Rejected Delivery, and (b) clean the affected storage tank and all affected equipment and facilities at the Dewatering Facility to the Authority Project Manager's reasonable satisfaction. If the Company fails to remove such Rejected Delivery and to clean the Dewatering Facility within three (3) business days or to the Authority Project Manager's reasonable satisfaction, then the Authority may in its discretion undertake or cause the same to be undertaken and all associated costs therefrom shall, at the Authority's option, be due and payable to the Authority from the Company or offset against the amount the Authority owes the Company under any and all outstanding invoices.

(e) In the event any Delivery adversely affects the Dewatering Facility in any way (including but not limited to contaminating or clogging lines due to particulates or other foreign material in the Polymer), the Company shall be solely responsible for all direct and consequential damages the Authority incurs as a result.

4. Term and Termination. The term of this Agreement is three (3) years commencing on the Effective Date (as defined in Section 23 of this Agreement) (the "Term"). The Authority shall have the option to extend the Term for 2 additional 3 years upon the mutual agreement in writing by the Authority and Company and on price during this extension. The Authority may cancel or terminate this Agreement for convenience, without penalty or further obligation, at any time with or without cause or reason by giving the Company thirty (30) days' written notice.

5. Price and Payment. The Authority shall pay the Company the prices set forth in attached Exhibit A for each Delivery. Throughout the Term, such prices shall be fixed annually, as set forth in attached Exhibit A, and shall not be subject to modification for any reason except as provided in Section 14(a). The Company shall invoice the Authority on a monthly basis with adequate documentation (including but not limited to the amount of Polymer in each Delivery and Delivery dates), no later than the 15th day of each calendar month covering the prior month's Deliveries from the Company to the Dewatering Facility. The Authority shall pay each undisputed invoice to the Company within thirty (30) days of receipt.

6. Coordination and Scheduling. The Authority shall use reasonable efforts to cooperate with the Company through the Authority Project Manager regarding the

scheduling and coordinating of all Deliveries at the Dewatering Facility.

7. Compliance. The Company shall at all times be fully informed of and comply with all applicable federal, State of Michigan (the "State") and local laws, ordinances, and regulations which in any manner affect the Company, the Polymer, those engaged or employed by the Company, or the equipment and materials used by the Company. Throughout the Term, the Company shall maintain all necessary licenses and permits to produce, manufacture, and deliver the Polymer. All of the Company's work required by this Agreement shall be performed in accordance with nationally recognized standards and applicable codes, and in a fashion so as not to cause an unreasonable risk of harm to the Authority, its member municipalities, affiliates, employees, agents, or customers. Upon the Authority's request, the Company shall furnish satisfactory evidence of its compliance with this Section 7 to the Authority.

8. Indemnity and Insurance.

(a) Disclaimer of Liability. The Authority shall not at any time be required to pay from its own funds for injury or damage occurring to any person or property from any cause whatsoever arising out of the supplying of Polymer pursuant to the terms of this Agreement or the Company's acts or omissions related thereto.

(b) Indemnification. The Company shall, at its sole cost and expense, indemnify, defend and hold harmless the Authority, the City of Grand Rapids and the City of Wyoming and their respective officers, board, commission, council, employees, agents, attorneys, and contractors (the Authority, the City of Grand Rapids, and the City of Wyoming and such other persons and entities being collectively referred to herein as "Indemnitees"), from and against:

i. any and all liabilities, obligations, damages, penalties, fines, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against the Indemnitees by reason of any act or omission of the Company, its personnel, employees, agents, contractors, subcontractors or affiliates, resulting in economic harm, personal injury, bodily injury, sickness, disease or death to any person or damage to, loss of or destruction of tangible or intangible property, libel, slander, or invasion of privacy or any other right of any person, agency, firm, entity, partnership, association, limited liability company, or corporation, which may arise out of or be in any way connected with this Agreement, the Polymer (including those arising from any matter or material contained in or resulting from the Polymer), or any property of the Company or its affiliates, the provision of work or services at the Dewatering Facility or other services or the Company's failure to comply with any federal, State or local statute, law, ordinance or regulation;

ii. any and all liabilities, obligations, damages, penalties, fines, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against the Indemnitees by reason of any claim or lien arising out of work, labor, materials or supplies provided or supplied to the Company, its contractors or subcontractors, and, upon the written request of the Authority, the Company shall cause such claim or lien covering the Authority's property to be discharged or bonded within thirty (30) days following such request.

The Company's obligation to indemnify the Indemnitees under this Agreement shall extend to claims, losses, and other matters covered hereunder that are caused or contributed to by the negligence of one or more Indemnitees. However, in such case the obligation to indemnify shall be reduced in proportion to the negligence of the Indemnitees.

(c) Assumption of Risk. The Company undertakes and assumes for its officers, agents, contractors, subcontractors and employees (collectively, the "Company" for the purpose of this Section 8), all risk of dangerous conditions, if any, on or about any the Authority-owned or controlled property, including but not limited to the Dewatering Facility, and the Company hereby agrees to indemnify and hold harmless the Indemnitees against and from any claim asserted or liability imposed upon the Indemnitees for personal injury or property damage to any person (other than from the Indemnitee's gross negligence) arising out of the Company's production or Delivery of the Polymer or other property or the Company's failure to comply with any federal, State or local statute, law, ordinance or regulation.

(d) Defense of Indemnitees. In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Company shall, upon notice from any of the Indemnitees, at the Company's sole cost and expense, resist and defend the same with legal counsel selected by the Company and consented to by the Authority, such consent not to be unreasonably withheld; *provided, however*, that the Company shall not admit liability in any such matter on behalf of the Indemnitees without their written consent and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the Company.

(e) Notice, Cooperation and Expenses. The Indemnitees shall give the Company prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section 8. Nothing herein shall be deemed to prevent the Indemnitees from cooperating with the Company and participating in the defense of any litigation by their own counsel. The Company shall pay all expenses incurred by the Indemnitees in defending themselves with regard to any such actions, suits or proceedings. These expenses shall include all out-of-pocket

expenses such as attorney fees and shall also include the reasonable value of any services rendered by their counsel and the actual expenses of the Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities incurred or assumed by the Indemnitees in connection with such suits, actions or proceedings but shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by the Company.

(f) Insurance. During the Term of this Agreement the Company shall maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Workers' compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum limits of One Million Dollars (\$1,000,000) for each accident, and any applicable Federal insurance (such as FELA, Jones Act) of a similar nature.

ii. Commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for: premises and operations, products and completed operations liability; independent contractor's liability; railroad protection coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

iii. Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Million Dollars (\$5,000,000) and providing coverage for claims discovered within three (3) years after the term of the policy.

iv. Automobile liability insurance covering all owned, hired and non-owned vehicles in use by the Company, its employees and agents, with minimum limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence for bodily injury and property damage.

v. Excess and umbrella liability insurance with minimum limits of Five Million Dollars (\$5,000,000) as the combined single limit for each occurrence and Five Million Dollars (\$5,000,000) as the annual aggregate amount.

vi. All insurance policies other than those for worker's compensation and environmental contamination shall be written on an occurrence and not on a claims made basis.

vii. The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance

policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits in excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

viii. All policies of insurance shall contain a waiver of subrogation clause in form and substance approved in advance by the Authority.

ix. All policies of insurance shall be issued without limitations on stacking of limits.

x. All policies of insurance shall have a common renewal date.

(g) Named Insureds. All policies, except for workers' compensation coverage, shall name the Authority, the City of Grand Rapids, and the City of Wyoming, and their respective officers, board, commission, council, employees, agents and contractors, as their respective interests may appear" as additional insureds (the Authority, the City of Grand Rapids, the City of Wyoming, and such other persons and entities being collectively referred to herein as the "Additional Insureds") providing coverage for the negligence or other conduct of the Additional Insureds to the same extent as provided to the Company.

(h) Evidence of Insurance. A certificate of insurance evidencing the preceding coverages shall be provided by the Company to the Authority. Certificates of insurance for each insurance policy required to be obtained by the Company in compliance with this Section 8, along with written evidence of payment of required premiums, shall be filed and maintained with the Authority annually during the Term. The Company shall immediately advise the Indemnitees of any claim or litigation that may result in liability to them.

(i) Cancellation of Policies of Insurance. All insurance policies maintained pursuant to this Agreement other than workers' compensation shall contain the following endorsement:

"At least thirty (30) days' prior written notice shall be given to the Grand Valley Regional Biosolids Authority, the City of Grand Rapids and the City of Wyoming by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered or certified mail."

(j) Insurance Companies. All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Michigan or surplus line carriers on the State of Michigan Insurance Commissioner's approved list of companies qualified to do business in the State. All insurance carriers and surplus line carriers shall be rated A+ or better by A.M. Best Company, or its successor, throughout the Term.

(k) Deductibles. All insurance policies may be written with deductibles but may not be written with retainages. No deductible shall exceed Fifty Thousand Dollars (\$50,000), unless approved in advance by the Authority in writing. The Company agrees to indemnify and save harmless the Indemnitees and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Agreement.

(l) Contractors. The Company shall require that each and every one of its subcontractors, if any, carry, in full force and effect, workers' compensation, commercial general liability, environmental contamination liability and automobile liability insurance which complies with all terms of this Section 8. In the alternative, the Company, at its expense, may provide such coverages for any or all its subcontractors (such as by adding them to the Company's policies), but if the Company does so it shall provide evidence of same in writing to the Authority.

(m) Insurance Primary. As between the Additional Insureds on the one hand, and the Company on the other hand, if more than one policy of insurance does or may apply to a given claim or matter, then the policy maintained by the Company pursuant to this Agreement shall be deemed the primary policy, and that policy shall contain a provision that states that it is the primary policy as opposed to any other policy of insurance that may apply to the Additional Insureds on any given claim or matter. The term "policy of insurance" as applied to the Additional Insured shall include any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of, Additional Insured, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of Additional Insured.

9. Safety. During the Term the Company shall be responsible at all times, for protection of the work area and property related to and surrounding the site of Deliveries during Deliveries by its employees, contractors, subcontractors, and agents. The Company shall provide the Authority with copies of all material data safety sheets for the Polymer and any and all other products brought onto the Authority's property for any reason, at any time, prior to their use. The Company shall furnish and use all necessary safeguards, safety devices, and protective equipment and take all other needed actions as necessary to protect the life and health of employees of the Company and employees of the Authority, and the safety of the public and property during the Term.

10. Environmental Management System. Throughout the Term, the Company shall participate in the Dewatering Facility's certified National Biosolids Partnership Environmental Management System.

11. Binding Effect and Assignment. This Agreement shall be binding on the parties hereto and their respective successors and assigns. Neither party to this Agreement may assign all or any of its rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of the other party.

12. Independent Contractor. It is the express intention of the Authority and the Company that the Company shall serve as an independent contractor and nothing in this Agreement shall be interpreted or construed as creating or establishing a partnership, joint venture, or agent relationship or a relationship of employer and employee between the Company and the Authority. The Company shall have no authority whatsoever to bind the Authority to any liability or contractual obligation.

13. Warranties. The Company expressly warrants and guarantees to the Authority that all Polymer delivered to the Authority shall: (i) be world-class, competitive in terms of quality, delivery and technology, and conform to the specifications, standards, samples, descriptions and revisions as furnished to the Authority, (ii) conform to all applicable laws, orders, regulations or standards regarding polymer, (iii) be free of defects in materials and workmanship, (iv) be fit and sufficient for the purposes intended by the Authority, and (v) be free of all liens, claims and encumbrances whatsoever. The foregoing warranties are in addition to those available to the Authority by law. The Authority's approval of any Polymer, delivery, material, process or specification shall not relieve the Company of these warranties.

14. Polymer Changes.

(a) The Authority reserves the right to direct changes, or to cause the Company to make changes, to specifications, samples or descriptions of Polymer. The Company agrees to notify the Authority within two (2) business days after receiving notice of a change if the Company expects that the change results in a difference in price or time for performance. The Authority can request additional documentation from the Company justifying the need for a different price or time for performance. If the Company does not provide timely notice to the Authority that a requested change may result in a difference in price or time for performance, the parties agree that the Authority's requested change shall not affect the price or time for performance.

(b) The Company shall not make any change in the Polymer's specifications, materials, processing, loading, off-loading, or transport without the Authority's prior written approval.

15. Non-Discrimination. The Company shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. The Company further agrees to require similar provisions from its subcontractors. The Company further agrees to review or examine with the Authority relevant employment data and other information pertaining to its hiring practices. The Company further agrees to will require similar covenants from its subcontractors under this Agreement.

16. Notices. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when dispatched by regular, registered or certified mail, postage prepaid, or by hand delivery, addressed or delivered to the addresses indicated in the first paragraph of this Agreement. Either party may, by notice given hereunder to the other party, designate any further or different address to which subsequent notices or other communications may be sent or delivered.

17. Governing Law; Jurisdiction. This Agreement shall be construed in all respects in accordance with the laws of the State of Michigan without application of choice of laws principles. The Company consents and agrees that all actions related to this Agreement shall be brought solely in, and shall be subject to, the jurisdiction of the federal and State of Michigan courts located in Kent County, Michigan.

18. No Third Parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, and their respective successors and permitted assigns any rights or remedies whatsoever.

19. Captions. The captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

20. Entire Agreement. This Agreement, along with the bid documents related to this Agreement, constitutes the entire agreement between the parties with respect to its subject matter. There are no other representations, promises or agreements, oral or written, expressed or implied, between the parties hereto with respect to this Agreement.

21. Amendments. This Agreement may not be amended, changed, modified or altered without the written consent of both parties hereto.

22. Waiver. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

23. Effective Date. This Agreement shall be effective as of July 1, 2018 ("Effective Date").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

BIDDER

By: _____

Its _____

**GRAND VALLEY REGIONAL BIOSOLIDS
AUTHORITY**

By: _____

Eric R. DeLong
Chairperson

EXHIBIT A

Description of Polymer